

EXHIBIT B



AGREEMENT FOR ACCESS AND USE OF PEARSON PRODUCTS
(Institutional)

Parties: This Agreement is made as of May 1, 2017 (the “Effective Date”) between:

Customer	Pearson
The University of Florida Board of Trustees	Pearson Education, Inc.
235 Tigert Hall	221 River Street
Gainesville, FL 32611	Hoboken, NJ 07030

A. Definitions: For ease of reference:

“Access Period” means the period in which an Authorized User may access an online Pearson Product.

“Agreement” means this Agreement for Access and Use of Pearson Products, together with any attachments, amendments, schedules and exhibits hereto, all of which are incorporated herein by reference.

“Approved Distributor” means a third party contracted by Customer and approved by Pearson, who is authorized by Customer to purchase, on its behalf, Pearson Products and perform reporting, payment and/or distribution functions. Pearson hereby approves Follett Higher Education Group, Inc. as Customer’s Approved Distributor under this Agreement.

“Authorized Student User” means an individual for whom Customer has purchased access to one or more Pearson Products pursuant to an Ordering Document.

“Authorized User” means (i) an Authorized Student User or (ii) a Customer Agent who requires access to a Pearson Product for classroom or administrative purposes.

“Course” means a course offered by Customer, through any of its operating schools or campuses, and for which a Pearson Product has been adopted.

“Customer Agent” means a full-time or adjunct faculty member, employee, administrator or agent of Customer and its affiliates.

“Customer LMS” means a learning management system or online learning platform provided by Customer or its third party partner from which one or more online Pearson Products may be accessed by Authorized Users.

“Enrollment” means one student registered in one Course using a Pearson Product identified in an Ordering Document. An Enrollment will not be counted if the student has withdrawn from the Course prior to the end of Customer’s published add/drop period for such Course, if applicable, or Pearson’s census date for such Course, whichever is sooner.

“EULA” means the terms of use provided by Pearson on the website through which an online Pearson Product is accessed, which governs an Authorized User’s access to such Pearson Product. For a Pearson Platform or Third Party Product, the EULA shall be provided on the website(s) through which such Pearson Platform or Third Party Products is accessed.

“List Prices” means the Pearson-recommended retail price for the nationally available printed version of the Pearson Title in a region or country. The List Price is set by the Pearson geography for which the order is placed.

“Minimum Usage Rate” means, with respect to a Pearson Product offered in an Ordering Document, the quantity of such Pearson Product that Customer must purchase, on behalf of Authorized Users.

“Net Price” means the price per Authorized User, per Enrollment or per unit for each Pearson Product, as applicable, as set forth in an Ordering Document.

“Ordering Document” means a document issued pursuant to this Agreement under which Customer has agreed to purchase, and Pearson has agreed to sell, one or more Pearson Products for the use by Authorized Users. The purchase of an online Pearson Product means the purchase of time-limited online access to such Pearson Product for the use by Authorized Users.

“*Parties*” means Customer and Pearson, and “*Party*” means one of them as the context provides.

“*Pearson Fulfillment Partner*” means a third party authorized by Pearson to perform certain reporting, collecting and/or fulfillment functions, on behalf of Pearson, to Customer and its Authorized Users.

“*Pearson Platform*” means a learning management system, online learning platform or fulfillment platform provided by Pearson or its third party partners from which one or more online Pearson Products may be accessed by Authorized Users.

“*Pearson Products*” means those commercially available products, platforms and services offered by Pearson to Customer pursuant to an Ordering Document, for the use by Authorized Users.

“*Pearson Title*” means a text or educational material published by Pearson for the U.S. Higher Education market, which can be found at <https://www.pearsonhighered.com/products-and-services/course-content-and-digital-resources/course-content/textbooks-and-etexts.html>.

“*Program*” means an academic program, consisting of a set of Courses, for which a Pearson Product has been adopted.

“*Purchase Period*” means the period of time, as set forth in an Ordering Document, in which Customer has the right to purchase Pearson Products for use by Authorized Users, pursuant to the terms, prices and conditions set forth in such Ordering Document.

“*Third Party Products*” mean those commercially available products, platforms and services offered to Customer by Pearson, on behalf of Pearson’s third party partners, as described in an Ordering document, for the use by Authorized Users.

B. Use: Customer will have the right to purchase agreed upon Pearson Products and Third Party Products, solely for use by Authorized Users, pursuant to the terms, prices and conditions of this Agreement and each applicable Ordering Document.

C. Pricing: Pearson will charge Customer the Net Price for each Pearson Product and Third Party Product, as set forth in each Ordering Document. Net Prices are exclusive of all sales and use taxes applicable to the transactions covered by this Agreement, for which Customer is responsible. Unless otherwise stated in an Ordering Document, Pearson reserves the right to adjust Net Prices twice per year, effective on May 1 and November 1.

D. Payment: Customer will pay all amounts invoiced within thirty (30) days of invoice date (unless stated otherwise in an Ordering Document) and will be responsible for any taxes in connection with its resale and/or distribution of the Pearson Products and Third Party Products to Authorized Users. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request. All payments must be made in U.S. Dollars.

E. Term: The term of this Agreement (the “*Term*”) shall commence on the Effective Date and continue until June 30, 2019, unless terminated earlier in accordance with this Agreement. After the expiration of the initial two-year period, the Term will be automatically extended for three (3) successive one-year renewal terms expiring no later than June 30, 2022 unless either Party gives the other sixty days’ prior written notice of its intention not to renew. During the Term, the Parties shall have the right to enter into individual Ordering Documents for the purchase and use of Pearson Products and Third Party Products. Any termination of this Agreement without cause shall not relieve any Party’s obligations under an executed Ordering Document.

F. Additional Terms and Conditions. Additional Terms and Conditions applicable to this Agreement and the use of the Pearson Products and Third Party Products offered in an Ordering Document can be found in Schedule A, annexed hereto, and are hereby expressly incorporated herein.

Authorized Signatures on Following Page

G. **Acceptance & Authority:** By signing below, each Party accepts this Agreement, agrees to all the obligations and limitations set forth in this Agreement, and represents that the individual executing this Agreement on behalf of the Party has been authorized by all necessary actions (corporate or otherwise) to bind that Party.

Customer: The University of Florida Board of Trustees

Signature

Printed Name

Title

Date of Signature

Pearson Education, Inc.

Signature

Printed Name

Title

Date of Signature

Approved by Office of the Provost

Signature

Printed Name

Title

Date of Signature

**Additional Terms & Conditions
relating to
Agreement for Access and Use of Pearson Products**

Products. Subject to the terms and conditions set forth in the Agreement for Access and Use of Pearson Products that references this Schedule A, and these Additional Terms and Conditions (hereinafter collectively referred to as the “*Agreement*”), Pearson agrees to provide the Pearson Products purchased by Customer. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Agreement.

Access and Use. The Pearson Products may be made available by Customer solely to Authorized Users, who shall access the Pearson Products during their respective Access Periods (as prescribed in the Ordering Document) and only in accordance with the terms of the EULA. Upon completion of the Access Period, an Authorized User shall no longer have the right to access or use the Pearson Products. To the extent a Pearson Product is accessed via a Learning Tools Interoperability (LTI) link from a Customer LMS, Customer will ensure that only Authorized Users access the Pearson Product and that such Customer LMS applies adequate digital rights management and other protections necessary to prevent copyright infringement, misappropriations and misuse of the Pearson Product. If a Customer LMS incorporates a single sign-on feature that enables Authorized Users to directly access a Pearson Product without further registration or log-on (for instance, via an LTI link), then Customer shall (i) ensure that such Customer LMS contains terms of use that require Authorized Users to access and use the Pearson Products in a manner consistent with the terms of Pearson’s EULA associated with the Pearson Product, and (ii) further require Authorized Users to acknowledge and agree to such terms of use.

Customer will promptly notify Pearson of any actual or suspected violation that Customer may discover in regards to an Authorized User’s use of the Pearson Products. Upon the request of Pearson in connection with any such violation, Customer will cooperate with Pearson regarding the violation, up to and including termination of the violating Authorized User’s access to the Pearson Products. Pearson reserves all rights against the violating Authorized User, including the right to bring any legal or equitable action deemed appropriate by Pearson. Pearson may suspend access to the Pearson Products, in whole or in part, if in Pearson’s sole, reasonable discretion there is an emergency situation, including but not limited to a breach of security or unauthorized use of the Pearson Products.

Restrictions on Use. Customer acknowledges that the Pearson Products are intended solely for distribution to Authorized Users for personal, non-commercial use in their respective Courses. Customer will not sell, resell, license, sublicense, distribute, make accessible, rent or lease the Pearson Products to any students, individuals, institutions or third parties who are not Authorized Users.

Ownership. All right, title and interest in and to the Pearson Products and the content, materials, technology and data contained therein, and any derivative works thereof, is expressly reserved by Pearson (collectively, the “*Pearson Materials*”), except for Customer Material contained in the Pearson Products, if any. “*Customer Material*” means any curricular content, trademarks or logos owned or licensed by Customer or Customer Agents and delivered to Pearson for incorporation into the Pearson Products; such Customer Material must be clearly identified in writing by Customer prior to delivery to Pearson. Customer represents to Pearson that it is the lawful owner or licensee of all Customer Material; that it has obtained all necessary rights, permissions and waivers to use all third party materials contained within the Customer Material for the purposes required by Pearson to fulfill its obligations under any Ordering Document; and hereby grants to Pearson a non-exclusive, non-royalty bearing license to access, use and reproduce the Customer Material in conjunction with the creation, reproduction, publication, distribution and sale of any Pearson Products offered in an Ordering Document. Nothing in the Agreement will be construed to prevent Pearson from selling, licensing, using, repurposing or permitting any third party to use Pearson Materials.

Customer Materials may be provided to Pearson for the purpose of incorporating such Customer Materials into the Pearson Products. For avoidance of doubt, Customer Materials do not include any curricular content or other materials that are not delivered to Pearson for processing and incorporation into the Pearson Products, including without limitation, content, materials, faculty notes, edits or data (i) directly uploaded onto a Customer LMS or made part of a Pearson Product by Customer or Customer Agents or (ii) used by Customer or Customer Agents in any manner that is not part of a Pearson Product (collectively, “*Excluded Materials*”). Customer agrees that it shall be solely responsible for any Excluded Materials, including without limitation, the delivery, access and use thereof.

Reservation of Rights. Except as expressly set forth in an Ordering Document, all rights with regard to all Pearson Products are reserved by Pearson and under no circumstances shall Customer or Customer Agents resell, publish, transfer, distribute, sublicense, provide access to, communicate to the public by telecommunication, copy, adapt, translate, reproduce, modify, enhance, or use the Pearson Products or the Pearson Materials contained therein without the express written permission of Pearson. Customer acknowledges that it is Customer’s responsibility to communicate the foregoing use and distribution restrictions to Customer Agents and Authorized Users and to take all steps necessary to enforce such restrictions.

Except as specifically set forth in an Ordering Document, Customer acquires no rights to use, display, market, license or promote (including but not limited to marketing tools, promotional or preview use allowances, printing allowances, or lending or sharing rights) the Pearson Products in connection with its rights under the Agreement or any Authorized Users' use of the Pearson Products. Unless specifically permitted in an Ordering Document, in no event will Customer or Customer Agents have the right to further distribute, display or transmit the Pearson Products to anyone else including (i) in any physical form (CDs, DVDs, portable media, etc.), (ii) in any other material form, (iii) in portions or in parts less than the complete Pearson Product and (iv) in or as a derivative work.

Compliance. Pearson will have the right to ensure compliance with any and all requirements and limitations imposed under the Agreement. Pearson will have the right to stop making Pearson Products available to Customer if at any time Pearson notifies Customer of any violation of the Agreement that is not remedied to the reasonable satisfaction of Pearson within 10 days after such request or if Pearson otherwise determines that Customer's or its third party partners' direct or indirect practices for protecting the Pearson Products from unauthorized use are unsatisfactory or inadequate.

Books and Records. Customer will maintain complete and accurate books of account and records covering all usage of Pearson Products under any Ordering Document, as well as all course enrollment information. Pearson will have the right to inspect and copy such records upon reasonable notice in order to confirm Customer's use of the Pearson Products and to verify Customer's Usage Reports. Customer shall immediately pay any shortfall that results from Pearson's inspection of Customer's records.

Accessibility. Pearson incorporates technically feasible accessibility features into certain Pearson Products. The provision of additional accessibility features shall be provided at Pearson's discretion and may be subject to additional costs. Pearson agrees that the Pearson Products offered under the Agreement shall comply with the Web Content Accessibility Guidelines 2.0, Level AA; upon written request, Pearson will provide Customer with a Voluntary Product Accessibility Template (VPAT) or other comparable document demonstrating conformance with the guidelines; and in those instances where Customer notifies Pearson that a product or service provided hereunder is not accessible to an Authorized User with a disability, Pearson will offer an equitable alternative experience for such Authorized User no later than three weeks prior to the start of the applicable academic semester when available.

Cessation of Use. Notwithstanding Customer's rights to use the Pearson Products, Pearson may require Customer to promptly cease (within five business days) using any Pearson Products, if (i) Pearson notifies Customer that Pearson no longer has the necessary rights to the Pearson Materials contained therein or the Pearson Product has been discontinued, (ii) Pearson believes cessation is necessary to limit or avoid liability or (iii) Pearson is otherwise required by law or court order to cease and desist. In such events, Pearson will replace, at no cost to Customer, any affected Pearson Products with other commercially available materials to be used by Customer pursuant to the terms of the Agreement.

Termination. The Agreement may be terminated by either Party in the event of (i) a material breach hereof by the other Party, effective on sixty (60) days' prior written notice; provided that, during such sixty (60) day notice period, the breaching Party fails to cure the breach to the reasonable satisfaction of the non-breaching Party; (ii) the other Party voluntarily enters into proceedings in bankruptcy or insolvency, makes an assignment for the benefit of its creditors, is adjudged to be bankrupt or insolvent, a petition is filed against the other Party under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law and such petition is not discharged within sixty (60) days after its filing, or a receiver, trustee or similar person is appointed with respect to the other Party's assets; or (iii) the other Party ceases to carry on its business. Either Party may terminate the Agreement for cause without notice at any time. For purposes of the Agreement, the term "cause" will include any act of willful misconduct by the other Party which is or may be materially injurious to the terminating Party or its affiliates. Upon the expiration or termination of the Agreement, Customer will promptly pay all amounts owing by Customer to Pearson under all Ordering Documents and cease all access to and use of the Pearson Products by it and its Authorized Users. Those provisions which by their nature are intended to survive any termination or expiration of the Agreement shall survive such termination or expiration. The Agreement may not be extended, except by mutual agreement in writing between Pearson and Customer.

Failure to Pay Invoices. To the extent Customer fails to pay an invoice when due, Customer will be responsible for the payment of late fees on the unpaid undisputed balance at the rate prescribed by Section 55.03(1), Florida Statutes. If Customer has failed to make any payment due to Pearson pursuant to an Ordering Document and such failure has continued for fifteen (15) days following the provision of written notice detailing such failure to Customer, unless Customer has provided Pearson with notice that Customer in good faith disputes the amount of such payment and has deposited the amount of such payment into an interest bearing trust account to be released only upon resolution of the dispute, Pearson may, at its discretion, (i) suspend all further use and distribution of Pearson Products or (ii) terminate the Agreement and/or the applicable Ordering Document and require all amounts to be paid thereunder.

Approved Distributors. Customer represents and warrants to Pearson that any Approved Distributor (i) has all necessary rights and authority to act, on behalf of Customer, in accordance with the terms of the Agreement, (ii) does not and will not infringe

any patent, trademark, or copyright or misappropriate any trade secret or other proprietary right of any person or party and (iii) is and will remain in compliance with all applicable laws and regulations relating to its activities under the Agreement.

DISCLAIMER. EXCEPT AS SET FORTH IN THE AGREEMENT, PEARSON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PEARSON DOES NOT WARRANT THAT THE PEARSON PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESSED WARRANTIES PROVIDED IN THE AGREEMENT.

Third Party Products. To the extent Pearson provides Customer with a Third Party Product, Customer agrees that the owner of such Third Party Product shall be solely responsible for any and all aspects of the provision, delivery and use of such Third Party Products, including, without limitation, all performance, functionality, data protection, support and maintenance, and Customer agrees to look solely to such owner for its remedies under the Agreement. In no event shall Pearson or its affiliates, or any of their respective officers, directors, members, employees, shareholders, agents or representatives (collectively, "*Pearson Entities*") be liable for any direct, indirect, incidental, punitive, special or consequential damages (including without limitation loss of data, use or goodwill, or work stoppage, computer failure or malfunction), or any and all other commercial damages or losses incurred by Customer, Customer Agents or Authorized Users in any way relating to the provision or use of the Third Party Products, even if any of the Pearson Entities has been notified of the possibility or likelihood of such losses or damages.

Use of Marks. Each Party owns certain trade names, logos and trademarks (collectively, "*Marks*"), and such Marks are and will remain the exclusive property of such Party. The Agreement gives the other Party no rights therein, and the other Party will never assert any rights therein; provided, however, that Customer grants to Pearson a non-exclusive, non-royalty bearing license to reproduce Customer's Marks in conjunction with the publication, distribution and sale of the Pearson Products under any Ordering Document. Customer further agrees not to remove or alter any Pearson Mark or other proprietary notice in or on any Pearson Product.

LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY, INCLUDING WITHOUT LIMITATION LOST DATA, LOST PROFITS AND COSTS FOR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, GOODWILL, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR FAILURE TO BE ABLE TO USE THE PEARSON PRODUCTS OR THIRD PARTY PRODUCTS. TO THE EXTENT ALLOWED BY FLORIDA LAW, PEARSON'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT OR CUSTOMER'S USE OF THE PEARSON PRODUCTS OR THIRD PARTY PRODUCTS WILL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PEARSON FOR THE SPECIFIC PEARSON PRODUCT OR THIRD PARTY PRODUCT GIVING RISE TO THE CLAIM DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THE AGREEMENT FAILS OF THEIR ESSENTIAL PURPOSE.

Each Party's Responsibility. Each Party agrees to be fully responsible for its acts or omissions, or its agents' acts or omissions when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said acts or omissions. Nothing in the Agreement is intended to serve as a waiver of sovereign immunity by The University of Florida Board of Trustees, the University of Florida and/or the Florida Board of Governors. Nothing in the Agreement shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties.

Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or delegate its obligations under the Agreement to any third party without the prior written consent of the other Party.

Confidentiality. Customer shall keep confidential and shall not disclose the terms and conditions of the Agreement or any Ordering Document, except (i) to its authorized legal and financial representatives with a need to know and then only for purposes of representing Customer's interests hereunder or thereunder or (ii) unless disclosure is required pursuant to Chapter 119, Florida Statutes. Customer will promptly notify Pearson in the event Customer receives a request for disclosure of this Agreement. In the event Pearson wishes to prevent disclosure of this Agreement, it is the sole responsibility of Pearson to assert any applicable privileges or reasons why this Agreement should not be produced and to obtain a court order prohibiting such disclosure. In addition, Customer will not issue any press release or make a public announcement relating in any way whatsoever to the Agreement or the relationship established by the Agreement, without the advance written consent of Pearson.

Customer Information. Customer warrants that it is not providing Pearson with any Customer Information that is subject to the Family Educational Rights and Privacy Act (FERPA). To the extent Customer provides Pearson, either directly or indirectly via Customer Agents and Authorized Users, with information, materials and data that are subject to FERPA (collectively, "Customer Information"), Customer grants to Pearson a limited, nonexclusive license during the term of the Agreement to copy, transmit, use and prepare derivative works of the Customer Information to the extent necessary for Pearson and its third party partners to perform its obligations under the Agreement. Customer owns all rights to Customer Information and this license shall not be construed to permit Pearson to use Customer Information for any other purpose, except as expressly permitted by the Agreement. Notwithstanding the foregoing, Pearson may use anonymous data related to student performance and the activity of Authorized Users for product improvement, efficacy reports and general research and analytical purposes (which Pearson may share with other third parties). Within sixty (60) days of termination or expiration of the Agreement, and to the extent such action does not violate a court order or other applicable privacy law, Pearson shall return Customer Information provided to Pearson during the Term of the Agreement to Customer. To the extent Pearson desires to utilize Customer Information provided to Pearson during the Term of the Agreement for future business opportunities with Customer (e.g., to identify a learning shortfall that could be improved via a Pearson Product or service), Pearson may utilize such information solely for such purpose.

FERPA and Data Privacy. Pearson will not distribute Customer Information in violation of FERPA. However, Customer acknowledges and agrees that, by granting user identifications and/or passwords, Customer controls, defines and manages access to Customer Information and related records and data that will be used within the Pearson Products, as well as in any Customer LMS or Pearson Platform. Customer is responsible for (a) compliance with all foreign and domestic privacy and student record laws and regulations that may be applicable to Customer's use of the Pearson Products; (b) securing all necessary prior consents (if any are required) for the collection, storage and use of education records, data and personal information within the Customer LMS, Pearson Platform or any Pearson Products; and (c) the creation of, and compliance with, applicable policies regarding the access and use by Authorized Users of personally identifiable information stored in the Customer LMS, Pearson Platform or in any Pearson Products.

Force Majeure. If the performance of the Agreement is interfered with, delayed or prevented as a result of an act of God or any other reason beyond the reasonable control of a Party, including, without limitation, on account of strikes, labor conditions, shortages in materials or equipment, riots, insurrection, war, terrorism, acts of civil or military authority, governmental action, unavailability of energy or communication resources, unavailability of internet service, network outages, insolvency or inability of a Pearson Product platform vendor, then the affected Party shall be excused from such performance to the extent of such interference, provided that the affected Party shall use commercially reasonable efforts to remove such causes of non-performance. This provision shall not apply to a Party's payment obligations.

Governing Law. The Agreement will be governed by the laws of the State of Florida, excluding principles of conflicts of law.

Notices. Any notice or other communication required or permitted to be given under the Agreement will be provided by registered mail to the Parties at the addresses set forth on the first page of the Agreement. Any notice to Pearson shall include a copy to the following address: Pearson Education, Inc., 200 Old Tappan Road, Old Tappan, NJ 07675, Attn: Associate General Counsel, North America; and via email at: NALegal-Contact@pearson.com.

Entire Agreement. The Agreement, together with any attachments and schedules hereto and documents referenced herein, constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all other prior or contemporaneous agreements, understandings, and communication, whether written or oral. The Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Pearson and Customer by their duly authorized representatives. These Additional Terms and Conditions will govern in the event of any conflict with any other terms, attachment, exhibit or schedule to the Agreement.

Counterparts. The Agreement may be executed in one or more counterparts by the execution of duplicate signature pages hereof, each of which shall be deemed the execution of the original Agreement and read together and construed as one and the same agreement.

Electronic Signatures. The Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on such Party. Each Party acknowledges and agrees it will not contest the validity or enforceability of the Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form or via facsimile copy. Facsimile, PDF and electronic signatures shall be considered valid signatures as of the date hereof.

Ordering Document

Reference: This Ordering Document dated May 1, 2017, is issued pursuant to the Agreement for Access and Use of Pearson Products dated as of May 1, 2017 between:

Customer	Pearson
The University of Florida Board of Trustees 235 Tigert Hall Gainesville, FL 32611	Pearson Education, Inc. 221 River Street Hoboken, NJ 07030

Customer desires to purchase and utilize the Pearson Product(s) listed below pursuant to the terms of this Ordering Document:

COURSE CONTENT & DIGITAL RESOURCES

Interactive Learning and Assessment

REVEL ☒
MyLabs & Mastering ☒

Course Content

eBooks ☒

Usage: Under this Ordering Document, Pearson will offer (i) stand-alone eBooks, (ii) Revel products and (iii) digital packages (each, a “Package”) comprised of one eBook and one MyLab or Mastering product. The initial list of Courses that will utilize the Pearson Products offered hereunder is detailed in Exhibit A, annexed hereto. The Parties acknowledge that Exhibit A may change from time to time during the Purchase Period.

Purchase Period: The Purchase Period shall commence on May 1, 2017 and continue until June 30, 2019. Each twelve-month period of May 1 to April 30 shall be deemed a “Contract Year”. After the expiration of the second Contract Year and provided that the Agreement has not been terminated, the Purchase Period will be automatically extended for three (3) successive one-year renewal terms expiring no later than June 30, 2022, unless either Party gives the other sixty days’ prior written notice of its intention not to renew the Purchase Period. Upon the expiration of the Purchase Period (including any extensions thereof), neither Customer nor its Approved Distributor shall have the right to purchase the Pearson Products at the terms and prices offered hereunder. All purchases made hereunder by Customer or its Approved Distributor shall be solely for the use of Authorized Users.

Minimum Usage Rate: Customer agrees that for all Courses in which a Pearson Product has been adopted as of May 1, 2017 and a digital version of such adopted Pearson Product is available, Customer will utilize the digital Pearson Product in such Courses at the terms, prices and conditions set forth in this Ordering Document by Customer’s Spring 2018 academic term. Subject to the automatic renewal provision set forth in the “Purchase Period” Section of this Ordering Document, Customer agrees it will achieve the following Minimum Usage Rates:

- **10,400 Enrollments from May 1, 2017 through December 31, 2017;**
- **47,000 Enrollments during the 2018 calendar year; and**
- **The number of Enrollments for the 2019 and each subsequent calendar year during the Purchase Period shall be determined by the Parties pursuant to the annual review described below.**

The Parties agree to perform an annual review, every summer during the Purchase Period, to determine the number of Enrollments in Courses utilizing a Pearson Product hereunder satisfied by Customer during the immediately preceding 12-month period. The Minimum Usage Rate for the 2019 calendar year and each subsequent calendar year will reflect 67% of the number of Enrollments satisfied by Customer during the immediately preceding 12-month period, in addition to any future adoption changes for the following academic year, as determined by such annual review. The eBook, Revel and Package Net Prices offered hereunder are conditioned upon Customer achieving the Minimum Usage Rates (including the Minimum Usage Rates to be determined for the 2019 and subsequent calendar years during the Purchase Period). Should Customer fail to achieve the Minimum Usage Rate in a calendar year, Pearson will have the right to increase the Net Prices to the Non-Discounted Rates set forth below for the following calendar year. Pearson may resume the discounted Net Prices once Customer achieves the Minimum Usage Rate for the subsequent calendar year. The remedy for Customer’s failure to achieve the Minimum Usage Rate is as set forth in this Section and the Parties acknowledge that Pearson will not invoice Customer any additional fees should Customer fail to achieve the Minimum Usage Rate in a calendar year.

Net Prices: The Net Prices offered hereunder will apply solely to purchases of Pearson Products by Customer or its Approved Distributor, in each case solely on behalf of Customer’s Authorized Users. Approved Distributor will not sell, resell, license,

sublicense, distribute, make accessible, rent or lease the Pearson Products at the Net Prices offered in this Ordering Document to any students, individuals, institutions or third parties who are not Customer's Authorized Users. Neither Customer nor Approved Distributor shall have the right to unbundle any Package and sell the components individually.

- eBooks (delivered via a Pearson Fulfillment Partner, such as Vital Source) will be sold at a Net Price per Enrollment of twenty-five percent (25%) off the then-current Online Purchase Price (or OLP) for the corresponding nationally available eBook.
- Revel will be sold at a Net Price per Enrollment of twenty percent (20%) off the then-current List Price for the corresponding nationally available Revel product.
- Packages (utilized in one Course over one academic term) will be sold at a Net Price per Enrollment of twenty percent (20%) off the then-current List Price for the corresponding nationally available MyLab or Mastering product with embedded eBook.
- Packages (utilized in sequenced Courses over multiple academic terms) will be sold at a Net Price of \$62.67 per Enrollment (per student per academic term) in each sequenced Course.
- Non-Discounted Rate for eBooks: eBooks will be sold at a Net Price per Enrollment of twenty-five percent (25%) off the then-current List Price for the corresponding nationally available Print Text version.
- Non-Discounted Rate for Revel: Revel products will be sold at the then-current List Price for the corresponding nationally available Revel product per Enrollment.
- Non-Discounted Rate for MyLabs and Mastering: MyLab and Mastering products will be sold at the then-current List Price for the corresponding nationally available MyLab or Mastering product per Enrollment.

Maximum Resale Price:

Customer shall be responsible for all eBook fulfillment fees. Customer, on behalf of itself and its Approved Distributor, agrees that neither Customer nor its Approved Distributor will resell access to an eBook, Revel and Package offered under this Ordering Document to an Authorized Student User at a price that incorporates more than a twenty percent (20%) margin above Pearson's then current Net Prices for stand-alone eBooks, eBooks sold together with a MyLab or Mastering product as a Package and Revel products (each, a "*Maximum Resale Price*"). Should Customer or its Approved Distributor resell access to an eBook, Revel or Package offered hereunder to an Authorized Student User above the Maximum Resale Price, Pearson shall have the right to terminate this Ordering Document without liability to Customer or its Approved Distributor and reject any new Customer and/or Approved Distributor orders under this Ordering Document after the date of termination of this Ordering Document.

Billing and Reporting.

Customer's Approved Distributor will send electronic statements to Pearson between the 10th and 15th days of the month and will remit payment in U.S. Dollars within 45 days following the end of the month in which such sale occurred. Statements and payments may be combined with existing digital content payment and reporting processes. Approved Distributor's sales report will include Customer's full name; a description of the Pearson Products distributed, including ISBN; number of units fulfilled; and for each Pearson Product distributed under the terms of this Ordering Document, the resale price charged to Authorized Student Users by Approved Distributor for such Pearson Products. Approved Distributor will issue payment to Pearson based on final Enrollment and materials distributed. Approved Distributor will accommodate payment for student additions and submit credit requests for student drops in subsequent reporting and pay periods as needed. Approved Distributor will also provide, on a monthly basis, a sell-through report listing Customer's full name, Course, Pearson Product, ISBN, and Enrollments in each Course utilizing a Pearson Product. This sell-through report will be provided separately from the payment detail report.

Approved Distributor will maintain complete and accurate records covering all sales transactions. Customer shall be responsible for any payments due hereunder by such Approved Distributor.

Description of Pearson Products:

eBooks:

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Mastering Products:

A Mastering product means a MyLab that includes adaptive learning technologies to assess student performance and activity in real time. Pearson and Customer will work together to integrate links to the Mastering products from the Customer LMS. An Authorized User shall have an Access Period of one academic term, up to six (6) months.

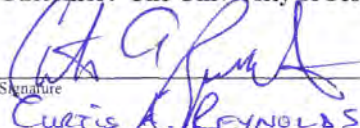
Revel Products:

Revel is an interactive learning environment that seamlessly blends authors' narrative, media and assessments enabling students to read, practice and study in one continuous experience, delivered via a Pearson Platform. An Authorized User will have an Access Period of twelve (12) months.


Print Upgrade: Pearson agrees to provide Customer or Approved Distributor, on behalf of Authorized Student Users, (either through Pearson or a Pearson Fulfillment Partner) the option to purchase, at a Net Price of \$30.00 per unit, a loose-leaf print upgrade version of (i) any eBook that is provided as a stand-alone product or (ii) any eBook contained in a Package, in each case purchased by or for such Authorized Student User. Customer or Approved Distributor will submit to Pearson a written request or purchase order for such print upgrade books. Pearson will then invoice Customer or Approved Distributor, as applicable, for each print upgrade book delivered. Each Authorized Student User is limited to the purchase of one print upgrade book per Course in which they are enrolled after the add/drop date for such Course per semester.

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Customer: The University of Florida Board of Trustees


Signature
Curtis A. Reynolds
Printed Name
VICE PRESIDENT FOR BUSINESS AFFAIRS
Title
5-31-17
Date of Signature

Pearson Education, Inc.


Signature
Joseph Marinaro
Printed Name
VP Finance
Title
Jun 2, 2017
Date of Signature

Approved by Office of the Provost

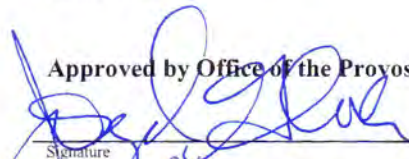

Signature
Joseph Glover
Printed Name
Provost & Sr. Vice President
Title
5/26/17
Date of Signature

Exhibit A – Initial List of Courses

Customer Course Name/ID
ABE2062
ABE3000C
ANT3930
APK2100C
APK2105C
AST1002
AST2037
BME6533
CHM1025
CHM1030/1031
CHM2045/2046
CHM2095
ENV4514C
GEO3250
GLY2030C
GLY4310C
GLY4400C
GLY4552C
GLY3074
HSC3032
HSC3102
HSC4713
IDH3931
MAA4102
MAC1105
MAC2233
MAC2234
MAP2302
MAS3114
MAS4105
MGF1106
MGF1107
MTG3212

Customer Course Name/ID
MTG4302
OCE1001
PCB3063
PCB4723C
PHY2020
PHY2053/2054
PHY3323
PHY4424
PHY4604
SCE4113L
STA2023
STA4702
ZOO4307C
AFH2000
AMH2010
AMH2020
ANT2000
ANT2301
ANT2410
ARH2000
ARH2050
ARH2051
ARH2500
ARH3525
ARH4930
CLT3370
CRW1301
DEP3053
ENC1101
ENC1102
ENC2210
ENC3254
ENC3310

Customer Course Name/ID
ENC3464
EUH3206
FRE2220
FRE2221
FRE3300
FRE6060
FYC4212
HLP6535
INR4303
ITA1130
JOU3601
LIT4194
MMC2100
MMC6660
MMC6647
MMC6728
MMC6936
MUG4302
MUH3211
MUT1001
PHI2010
POR1130
POS2041
POS6716
PPE3003
PSB3002
PSY2012
PSY4930
PUR3000
PUR4100
RTV4700
RUS2220
SOP3004

SOP4214C
SOP6099
SPN1130
SPN2200
SPN2340
SPN3700
SPN6060
SYA4930
SYD4800
SYG2000
SYG2010
SYG2430
SYP3000
ABE4171
ACG2021
ACG2071
ACG4341
ACG4632
ACG5005
ACG5065
ACG5075
ACG5637
ACG6136
ACG6685
ADV3500
AEB3114L
AEB3122
AEB3300
AEB3341
AEB4242
AEB4343
AEB4931
AEB6385
AEB7572
AEC6210
AEC6543
AFA4936

BCN1210
BCN2405C
BCN3224C
BCN3431C
BCN3611C
BCN3700
BCN4709C
BCN5705C
BME3060
CAP3027
CCE4015
CCJ4934
CEG6116
CEN3031
CEN5035
CES3102
CES6706
CGN4503
CGN6905
CIS4301
CIS4360
CIS4362
CJC4010
CJL4410
COM4930
COP2800
COP3275
COP3502
COP4600
DIE4245
ECH4504
ECH4604
ECH4714L
ECH4905
ECO2013
ECO2023
ECO3101

ECO3203
ECO4934
ECO4213
ECO5715
ECO7415
EDA6061
EDA6192
EDA6215
EDA6931
EDF3122
EDF3210
EDF3433
EDF4430
EDF5441
EDF6211
EDF6215
EDF6403
EDF7405
EDH6066
EDH6931
EEC4215
EEC6205
EEC6933
EEC7617
EEE3396
EEE4310
EEE4331
EEE4373
EEE6504
EEE6512
EEL3111C
EEL3135
EEL3472
EEL3834
EEL4657
EEL4930
EEL6507

EEL6509
EEX3012
EEX3062
EEX3070
EEX3257
EEX3616
EEX4294
EEX4790
EEX4905
EEX6222
EEX6750
EEX6786
EEX6936
EEX6789
EGM2511
EGM3400
EGM3401
EGM4592
EGM4853
EGM5533
EGN3353
EIN6905
EMA3513C
EMA4324
EML4220
EML4312
EML6324
ENC3250
ENT6930
ENU4103
EPH4033
ESI4312
ESI6323
ESI6552
FES3153
FES3223
FES3753

FES3815
FES4055
FES4234
FES4244
FES4274
FES4585
FIN3403
FIN4243
FIN4414
FIN6525
FOS4310L
FYC2005
FYC3101
FYC3201
FYC4503
FYC4905
GEB3213
GEB3373
GEB6229
GEB6366
HSC4623
HSC4930
HFT2750
HFT3253
HOS5515C
HSA6196
IND1020
IND2100
ISM3013
ISM3254
ISM6128
ISM6215
ISM6257
ISM6258
ISS2160
LEI3360
LEI4880

LIN2210
MAE5347
MAN4504
MAN5245
MAN5246
MAN6366
MAN6447
MAN6528
MAR3503
MAR4803
MAR6237
MAR6861
MAR6930
MAR7626
MBAEMBA
MHS3930
MHS5005
MHS6020
MHS6200
MHS6340
MHS6401
MHS6430
MHS6480
MHS6500
MHS6705
MHS6720
MHS7610
MUE3210
MUE4421
POC4930
PLS3223
QMB3250
QMB4701
QMB5304
RED3307
RED3312
RED4324

RED5355
RED6520
SCE4310
SCE5695
SDS3340
SDS3430
SDS6620
SLS1102

SLS1510
SPA4250
SPA4302
SPA4400
SPA6581
SPM4905
SSE4312
SUR3103C

SUR5386
SWS3022
SWS4223
SWS5050
SWS5115
TPA4240
TPA4239